

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

ELIZABETH LITTLEJOHN, an individual,

Plaintiff,

v.

KAISER FOUNDATION HEALTH PLAN OF  
WASHINGTON

Defendant.

Case No. 3:23-cv-06194

**STIPULATED PROTECTIVE ORDER**

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

1 2. “CONFIDENTIAL MATERIAL”

2 For the purposes of illustration only, “Confidential Material” shall include the following  
3 documents and tangible things produced or otherwise exchanged: medical information, personnel  
4 documents containing Plaintiff’s protected personal information (residential address, personal phone  
5 number, date of birth, Social Security Number, age, and/or immigration status), non-party personnel  
6 files, and financial information.  
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8 3. SCOPE

9 The protections conferred by this agreement cover not only confidential material (as  
10 defined above), but also (1) any information copied or extracted from confidential material; (2) all  
11 copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony,  
12 conversations, or presentations by parties or their counsel that might reveal confidential material.  
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14 However, the protections conferred by this agreement do not cover information that is in  
15 the public domain or becomes part of the public domain through trial or through other lawful  
16 means.

17 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

18 4.1 Basic Principles. A receiving party may use confidential material that is disclosed  
19 or produced by another party or by a non-party in connection with this case only for prosecuting,  
20 defending, or attempting to settle this litigation. Confidential material may be disclosed only to the  
21 categories of persons and under the conditions described in this agreement. Confidential material  
22 must be stored and maintained by a receiving party at a location and in a secure manner that ensures  
23 that access is limited to the persons authorized under this agreement.  
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25 4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered  
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1 by the court or permitted in writing by the designating party, a receiving party may disclose any  
2 confidential material only to:

3 (a) the receiving party's counsel of record in this action, as well as employees  
4 of counsel to whom it is reasonably necessary to disclose the information for this litigation;

5 (b) the officers, directors, and employees (including in house counsel) of the  
6 receiving party to whom disclosure is reasonably necessary for this litigation, unless the parties  
7 agree that a particular document or material produced is for **Attorney's Eyes Only** and is so  
8 designated;

9 (c) experts and consultants to whom disclosure is reasonably necessary for this  
10 litigation and who have signed the "*Acknowledgment and Agreement to Be Bound*" (**Exhibit A**);

11 (d) the court, court personnel, and court reporters and their staff;

12 (e) copy or imaging services retained by counsel to assist in the duplication of  
13 confidential material, provided that counsel for the party retaining the copy or imaging service  
14 instructs the service not to disclose any confidential material to third parties and to immediately  
15 return all originals and copies of any confidential material;

16 (f) during their depositions, witnesses in the action to whom disclosure is  
17 reasonably necessary and who have signed the "*Acknowledgment and Agreement to Be Bound*"  
18 (**Exhibit A**), unless otherwise agreed by the designating party or ordered by the court. Pages of  
19 transcribed deposition testimony or exhibits to depositions that reveal confidential material must  
20 be separately bound by the court reporter and may not be disclosed to anyone except as permitted  
21 under this agreement;

1 (g) the author or recipient of a document containing the information or a  
2 custodian or other person who otherwise possessed or knew the information;

3 (h) Mediators or other Alternative Dispute Resolution neutrals (including their  
4 employees, agents, and contractors) to whom disclosure is reasonably necessary for this litigation,  
5 only after being informed of the provisions of this Stipulated Protective Order and agreeing to  
6 abide by its terms.

7  
8 4.3 Filing Confidential Material. Before filing confidential material or discussing or  
9 referencing such material in court filings, the filing party shall confer with the designating party, in  
10 accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will remove  
11 the confidential designation, whether the document can be redacted, or whether a motion to seal or  
12 stipulation and proposed order is warranted. During the meet and confer process, the designating  
13 party must identify the basis for sealing the specific confidential information at issue, and the filing  
14 party shall include this basis in its motion to seal, along with any objection to sealing the information  
15 at issue. Local Civil Rule 5(g) sets forth the procedures that must be followed and the standards that  
16 will be applied when a party seeks permission from the court to file material under seal. A party  
17 who seeks to maintain the confidentiality of its information must satisfy the requirements of Local  
18 Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal. Failure to satisfy this  
19 requirement will result in the motion to seal being denied, in accordance with the strong  
20 presumption of public access to the Court's files.  
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23 5. DESIGNATING PROTECTED MATERIAL

24 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party or  
25 non-party that designates information or items for protection under this agreement must take care to  
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1 limit any such designation to specific material that qualifies under the appropriate standards. The  
2 designating party must designate for protection only those materials, documents, items, or oral or  
3 written communications that qualify, so that other materials, documents, items, or communications  
4 for which protection is not warranted are not swept unjustifiably within the ambit of this agreement.  
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6 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown  
7 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily  
8 encumber or delay the case development process or to impose unnecessary expenses and burdens on  
9 other parties) may expose the designating party to sanctions.

10 If it comes to a designating party's attention that information or items that it designated for  
11 protection do not qualify for protection, the designating party must promptly notify all other parties  
12 that it is withdrawing the mistaken designation and, if necessary, reproduce any materials so that  
13 they reflect the corrected designation.  
14

15 5.2 Manner and Timing of Designations. Except as otherwise provided in this agreement  
16 (*see, e.g.*, second paragraph of section 5.2(b) below), or as otherwise stipulated or ordered, disclosure  
17 of discovery material that qualifies for protection under this agreement must be clearly so designated  
18 before or when the material is disclosed or produced.

19 (a) Information in documentary form: (*e.g.*, paper or electronic documents and  
20 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings), the  
21 designating party must affix the word "CONFIDENTIAL" to each page that contains confidential  
22 material. If only a portion or portions of the material on a page qualifies for protection, the producing  
23 party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in the  
24 margins).  
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1 (b) Testimony given in deposition or in other pretrial proceedings: the parties and  
2 any participating non-parties must identify on the record, during the deposition or other pretrial  
3 proceeding, all protected testimony, without prejudice to their right to so designate other testimony  
4 after reviewing the transcript. Any party or non-party may, within fifteen days after receiving the  
5 transcript of the deposition or other pretrial proceeding, designate portions of the transcript, or exhibits  
6 thereto, as confidential. If a party or non-party desires to protect confidential information at trial, the  
7 issue should be addressed during the pre-trial conference.

9 (c) Other tangible items: the producing party must affix in a prominent place  
10 on the exterior of the container or containers in which the information or item is stored the word  
11 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection,  
12 the producing party, to the extent practicable, shall identify the protected portion(s).

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
15 designate qualified information or items does not, standing alone, waive the designating party’s  
16 right to secure protection under this agreement for such material. Upon timely correction of a  
17 designation, the receiving party must make reasonable efforts to ensure that the material is treated  
18 in accordance with the provisions of this agreement.

19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any party or non-party may challenge a designation of  
22 confidentiality at any time. Unless a prompt challenge to a designating party’s confidentiality  
23 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
24 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to  
25 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
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1 original designation is disclosed.

2       6.2     Meet and Confer. The parties must make every attempt to resolve any dispute  
3 regarding confidential designations without court involvement. Any motion regarding confidential  
4 designations or for a protective order must include a certification, in the motion or in a declaration  
5 or affidavit, that the movant has engaged in a good faith meet and confer conference with other  
6 affected parties in an effort to resolve the dispute without court action. The certification must list the  
7 date, manner, and participants to the conference. A good faith effort to confer requires a face-to-face  
8 meeting or a telephone conference.  
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10       6.3     Judicial Intervention. If the parties cannot resolve a challenge without court  
11 intervention, the designating party may file and serve a motion to retain confidentiality under Local  
12 Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of  
13 persuasion in any such motion shall be on the designating party. Frivolous challenges, and those  
14 made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on  
15 other parties) may expose the challenging party to sanctions. All parties shall continue to maintain  
16 the material in question as confidential until the court rules on the challenge.  
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18     7.       PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
19             LITIGATION OR PROCEEDINGS

20       If a party is served with a subpoena or a court order issued in other litigation that compels  
21 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that party  
22 must:

23             (a)     promptly notify the designating party in writing and include a copy of the  
24 subpoena or court order;

25             (b)     promptly notify in writing the party who caused the subpoena or order to  
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1 issue in the other litigation that some or all of the material covered by the subpoena or order is  
 2 subject to this agreement. Such notification shall include a copy of this agreement; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
 4 the designating party whose confidential material may be affected.

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 6 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

7 If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential  
 8 material to any person or in any circumstance not authorized under this agreement, the receiving  
 9 party must immediately (a) notify in writing the designating party of the unauthorized disclosures,  
 10 (b) use its best efforts to retrieve all unauthorized copies of the protected material, (c) inform the  
 11 person or persons to whom unauthorized disclosures were made of all the terms of this agreement,  
 12 and (d) request that such person or persons execute the “*Acknowledgment and Agreement to Be*  
 13 *Bound*” that is attached hereto as **Exhibit A**.

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 15 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

16 When a producing party gives notice to receiving parties that certain inadvertently  
 17 produced material is subject to a claim of privilege or other protection, the obligations of the  
 18 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision  
 19 is not intended to modify whatever procedure may be established in an e-discovery order or  
 20 agreement that provides for production without prior privilege review. The parties agree to the  
 21 entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

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 23 10. NON TERMINATION AND RETURN OF DOCUMENTS

24 Within 60 days after the termination of this action, including all appeals, each receiving party  
 25 must return all confidential material to the producing party, including all copies, extracts and  
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1 summaries thereof. Alternatively, the parties may agree upon appropriate methods of destruction.

2 Notwithstanding this provision, counsel are entitled to retain one archival copy of all  
3 documents filed with the court, trial, deposition, and hearing transcripts, correspondence,  
4 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert  
5 work product, even if such materials contain confidential material.  
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7 The confidentiality obligations imposed by this agreement shall remain in effect until a  
8 designating party agrees otherwise in writing or a court orders otherwise.

9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD, this 14<sup>th</sup> day of May,  
10 2025.  
11

12 PACIFIC JUSTICE INSTITUTE

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By: /s/ Josh M. Goldberg

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21 *Attorneys for Plaintiff Elizabeth*  
22 *Littlejohn*

23 *Attorneys for Defendant Kaiser*  
24 *Foundation Health Plan of Washington*

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2 PURSUANT TO STIPULATION, IT IS SO ORDERED.

3 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any  
4 documents, electronically stored information (ESI) or information, whether inadvertent or otherwise,  
5 in this proceeding shall not, for the purposes of this proceeding or any other federal or state  
6 proceeding, constitute a waiver by the producing party of any privilege applicable to those  
7 documents, including the attorney-client privilege, attorney work-product protection, or any other  
8 privilege or protection recognized by law.

9 Dated this 15th day of May, 2025


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11 Tiffany M. Cartwright  
United States District Judge  
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EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of  
 perjury that I have read in its entirety and understand the Stipulated Protective Order that was  
 issued by the United States District Court for the Western District of Washington on  
 \_\_\_\_\_ [date] in the case of Case 3:24-cv-06194 Elizabeth Littlejohn v. Kaiser  
Foundational Health Plan of Washington. I agree to comply with and to be bound by all the terms  
 of this Stipulated Protective Order and I understand and acknowledge that failure to so comply  
 could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I  
 will not disclose in any manner any information or item that is subject to this Stipulated Protective  
 Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
 Western District of Washington for the purpose of enforcing the terms of this Stipulated Protective  
 Order, even if such enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_